

LARSON & STEPHENS
810 S. Casino Center Blvd., Suite 104
Las Vegas, Nevada 89101
 Tel: (702) 382-1170 Fax: (702) 382-1169

James I. Stang, Esq. (CA Bar No. 94435)
 Shirley S. Cho, Esq. (CA Bar No. 192616)
 Werner Disse, Esq. (CA Bar No. 143458)
PACHULSKI STANG ZIEHL & JONES LLP
 10100 Santa Monica Blvd., 11th Floor
 Los Angeles, California 90067-4100
 Telephone: 310/277-6910
 Facsimile: 310/201-0760
 Email: jstang@pszjlaw.com
 scho@pszjlaw.com
 wdisse@pszjlaw.com

E-File: October 16, 2009

Zachariah Larson, Esq. (NV Bar No. 7787)
LARSON & STEPHENS
 810 S. Casino Center Blvd., Ste. 104
 Las Vegas, NV 89101
 Telephone: 702/382.1170
 Facsimile: 702/382.1169
 Email: zlarson@lslawnv.com

Attorneys for Debtors and
 Debtors in Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:
THE RHODES COMPANIES, LLC, aka
“Rhodes Homes, et al.,¹

 Debtors.

Case No.: BK-S-09-14814-LBR
 (Jointly Administered)

Chapter 11

Affects:

- ☐ All Debtors
☒ Affects the following Debtor(s):

Rhodes Golf and Country Club 09-14854
 Rhodes Design and Development
 Corporation 09-14846

Hearing Date: November 16, 2009
 Hearing Time: 9:30 a.m.
 Courtroom 1

¹ The Debtors in these cases, along with their case numbers are: Heritage Land Company, LLC (Case No. 09-14778); The Rhodes Companies, LLC (Case No. 09-14814); Tribes Holdings, LLC (Case No. 09-14817); Apache Framing, LLC (Case No. 09-14818); Geronimo Plumbing LLC (Case No. 09-14820); Gung-Ho Concrete LLC (Case No. 09-14822); Bravo, Inc. (Case No. 09-14825); Elkhorn Partners, A Nevada Limited Partnership (Case No. 09-14828); Six Feathers Holdings, LLC (Case No. 09-14833); Elkhorn Investments, Inc. (Case No. 09-14837); Jarupa, LLC (Case No. 09-14839); Rhodes Realty, Inc. (Case No. 09-14841); C & J Holdings, Inc. (Case No. 09-14843); Rhodes Ranch General Partnership (Case No. 09-14844); Rhodes Design and Development Corporation (Case No. 09-14846); Parcel 20, LLC (Case No. 09-14848); Tuscany Acquisitions IV, LLC (Case No. 09-14849); Tuscany Acquisitions III, LLC (Case No. 09-14850); Tuscany Acquisitions II, LLC (Case No. 09-14852); Tuscany Acquisitions, LLC (Case No. 09-14853); Rhodes Ranch Golf Country Club, LLC (Case No. 09-14854); Overflow,

DEBTORS' FOURTH OMNIBUS OBJECTION TO CLAIMS PURSUANT TO SECTION 502(b) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 3003 AND 3007 (PAID CLAIMS); DECLARATION OF PAUL D. HUYGENS IN SUPPORT THEREOF

The above-captioned debtors and debtors in possession (collectively, the "Debtors") hereby object (the "Fourth Omnibus Objection") to each of the claims (the "Paid Claims") listed on **Exhibit A** attached hereto that were paid during the course of the Debtors' cases. The Debtors object pursuant to section 502(b) of title 11 of the United States Code (the "Bankruptcy Code") and Rules 3003 and 3007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and request the entry of an order (the "Order") disallowing and expunging in full each of the disputed Paid Claims.² In support of this Fourth Omnibus Objection, the Debtors rely on the *Declaration of Paul D. Huygens in Support of Debtors' Fourth Omnibus Objection to Claims Pursuant to Section 502(b) of the Bankruptcy Code and Bankruptcy Rules 3003 and 3007 [Paid Claims]*, attached hereto. In further support of this Fourth Omnibus Objection, the Debtors respectfully represent as follows:

BACKGROUND

1. On March 31, 2009, the above-captioned Debtors (the "Primary Filers") except Tuscany Golf Country Club, LLC, Pinnacle Grading, LLC, and Rhodes Homes Arizona, LLC (the "Secondary Filers") filed voluntary petitions for relief under chapter 11 of title 11 of the Bankruptcy Code. On April 1, 2009, the Secondary Filers filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. All references to Petition Date herein shall mean March 31, 2009 for the Primary Filers or April 1, 2009 for the Secondary Filers, as applicable.

2. The Debtors are continuing in possession of their property and are operating and managing their businesses, as debtors in possession, pursuant to sections 1107 and 1108 of the Bankruptcy Code.

LP (Case No. 09-14856); Wallboard, LP (Case No. 09-14858); Jackknife, LP (Case No. 09-14860); Batcave, LP (Case No. 09-14861); Chalkline, LP (Case No. 09-14862); Glynda, LP (Case No. 09-14865); Tick, LP (Case No. 09-14866); Rhodes Arizona Properties, LLC (Case No. 09-14868); Rhodes Homes Arizona, L.L.C. (Case No. 09-14882); Tuscany Golf Country Club, LLC (Case No. 09-14884); and Pinnacle Grading, LLC (Case No. 09-14887).

² The Debtors reserve the right to file additional omnibus objections, whether on substantive or non-substantive grounds, to any and all other claims filed against their estates.

3. The Debtors object to each of the following Paid Claims, true and correct copies of which are attached hereto as **Exhibit A**:

- Claim No. 14 filed by Integrated Business Systems (the “Integrated Claim”) in Case No. 09-14854 against Rhodes Ranch Golf and Country Club, LLC in the amount of \$1,034.52;
- Claim No. 2 filed by Priority Building Services (the “Priority Claim”) in Case No. 09-14854 against Rhodes Ranch Golf and Country Club, LLC in the amount of \$350.00; and
- Claim No. 6 filed by Cananwill, Inc. (the “Cananwill Claim”) in Case No. 09-14846 against Rhodes Design and Development Corporation in the amount of \$111,350.36.

4. With respect to the Integrated Claim, Rhodes Ranch Golf, Inc., a non-debtor entity, paid this claim in full. On July 8, 2009 the Debtors sent claimant a letter requesting the withdrawal of the claim, a true and correct copy of which is attached hereto as **Exhibit B**. On July 8, 2009, claimant responded indicating it would attempt to contact Rhodes Ranch Golf, Inc. regarding the payment. On September 22, 2009, the Debtors sent yet another letter to claimant again requesting withdrawal of the claim, a true and correct copy of which is attached hereto as **Exhibit C**. As of this date, the Debtors have not received any further response regarding the Integrated Claim.

5. With respect to the Priority Claim, Rhodes Ranch Golf, Inc., a non-debtor entity, paid this claim in full. On September 3, 2009 the Debtors sent claimant a letter requesting the withdrawal of the claim, as reflected on **Exhibit D** hereto. As of this date, the Debtors have not received any response regarding the Priority Claim.

6. With respect to the Cananwill Claim, Rhodes Design and Development Corporation has paid this account in full, the final payment of which was made by check number 19188 on August 28, 2009. On July 28, 2009 the Debtors sent claimant a letter requesting the withdrawal of the claim, as reflected on **Exhibit E** hereto. As of this date, the Debtors have not received any response regarding the Cananwill Claim.

RELIEF REQUESTED

7. By this Fourth Omnibus Objection, the Debtors seek entry of an order, pursuant to section 502(b) of the Bankruptcy Code and Bankruptcy Rules 3003 and 3007, disallowing and expunging in full each of the Paid Claims identified in **Exhibit A** attached hereto. With each Paid Claim, the Debtors requested in writing that such Paid Claim be withdrawn, but as of the date of this Objection, the Paid Claims have not been withdrawn.

OBJECTION

8. Bankruptcy Rule 3007(d) provides that the Debtors may submit objections to more than one claim in an “omnibus” format if the claims have been satisfied or released during the case. All of the Paid Claims reflected in **Exhibit A** have been paid during the administration of these cases. The Paid Claims are not valid claims against the Debtors because such claims have been satisfied in full.

9. Bankruptcy Code section 502 authorizes a party in interest to object to claims. *See* 11 U.S.C. §502(a). Upon such objection, this Court, “after notice and a hearing, shall determine the amount of such claim in lawful currency of the United States as of the date of the filing of the petition” 11 U.S.C. § 502(b). Although a proper proof of claim is presumed valid under Bankruptcy Rule 3001(f), once an objection controverts the presumption, the creditor has the ultimate burden of persuasion as to the validity and amount of the claim. *Ashford v. Consolidated Pioneer Mortg. (In re Consolidated Pioneer Mortg.)*, 178 B.R. 222, 226 (B.A.P. 9th Cir. 1995), *aff’d*, 91 F.3d 151 (9th Cir. 1996) (quoting *In re Allegheny International, Inc.*, 954 F.2d 167, 173-74 (3d Cir. 1992)). The Bankruptcy Appellate Panel for the Ninth Circuit explained the shifting burdens of proof with respect to objection to proofs of claim as follows:

The burden of proof for claims brought in the bankruptcy court under 11 U.S.C.A. § 502(a) rests on different parties at different times. Initially, the claimant must allege facts sufficient to support the claim. If the averments in his filed claim meet this standard of sufficiency, it is “prima facie” valid. In other words, a claim that alleges facts sufficient to support a legal liability to the claimant

satisfies the claimant's initial obligation to go forward. . . . The burden of persuasion is always on the claimant.

Id. (emphasis added). Following this decision, the District Court for the Northern District of California emphasized, "unless the claimant has alleged 'facts sufficient to support a legal liability, 'the claim is not prima facie valid.'" *In re Hongnisto*, 293 B.R. 45, 50 (N.D. Cal. 2003) (quoting *Consolidated Pioneer Mortg.*, 178 B.R. at 266) (holding that the claimant's proof of claim failed to allege sufficient facts to support a legal liability and consequently disallowed the proof of claim); see *Consolidated Pioneer Mortg.*, 178 B.R. at 227 (holding that because the proof of claim did not allege sufficient facts to support the claim, the proof of claim was disallowed).

Based on the Debtors' review of their books and records and the proof of claim filed by the claimant, in each instance, the holders of the Paid Claims have no valid legal justification for asserting the filed claim because the Paid Claims have been paid in full. As a result, the Debtors submit that the Paid Claims should be disallowed in full and expunged by the Court.

CONCLUSION

The Debtors object to the allowance of the Paid Claims for the reasons stated herein, and the Debtors hereby move this Court for an Order disallowing and expunging in full each of the Paid Claims.

NOTICE

Notice of this objection has been provided to (i) the United States Trustee for the District of Nevada, (ii) counsel to the Official Committee of Unsecured Creditors, (iii) the holder of each Paid Claim to which the Debtors are objecting in this Fourth Omnibus Objection in accordance with the addresses provided in the proofs of claim for such Paid Claims, (iv) each person or entity that has filed a notice of appearance and request for special notice, and (v) other required parties pursuant to the Court's case management order entered in these cases. The Debtors submit that in light of the nature of the relief requested herein, no other or further notice is required.

Pursuant to Bankruptcy Rule 3007, the Debtors have provided all claimants affected by the Fourth Omnibus Objection with at least thirty (30) days' notice of the hearing on the Fourth

Omnibus Objection.

WHEREFORE, the Debtors respectfully request that the Court enter an Order, substantially in the form attached hereto as **Exhibit F**, disallowing and expunging the Paid Claims set forth in **Exhibit A** attached hereto, and granting such other and further relief as the Court deems just an proper under the circumstances of these chapter 11 cases.

DATED this 16th day of October, 2009.

LARSON & STEPHENS

/s/ Zachariah Larson, Esq.

Zachariah Larson, Bar No. 7787
Kyle O. Stephens, Bar No. 7928
810 S. Casino Center Blvd., Suite 104
Las Vegas, NV 89101
702/382-1170
Attorneys for Debtors and Debtors in
Possession

LARSON & STEPHENS
810 S. Casino Center Blvd., Suite 104
Las Vegas, Nevada 89101
Tel: (702) 382-1170 Fax: (702) 382-1169

**DECLARATION OF PAUL D. HUYGENS IN SUPPORT OF
DEBTORS' FOURTH OMNIBUS OBJECTION**

I, Paul D. Huygens, declare as follows:

1. I am the Senior Vice President of Special Projects of the above-captioned debtors and debtors in possession (the "Debtors"). The facts set forth in this Declaration are personally known to me and, if called as a witness, I could and would testify thereto.

2. This declaration is submitted in support of the *Debtors' Fourth Omnibus Objection to Claims Pursuant to Section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 (Paid Claims)* (the "Fourth Omnibus Objection").

3. I am one of the persons responsible for overseeing the claims reconciliation and objection process in the Debtors' chapter 11 cases. I have read the Fourth Omnibus and am directly, or by and through my personnel or agents, familiar with the information contained therein, the proposed form of order (the "Proposed Order") and the exhibits attached thereto.

4. The claims and attached information and documentation were carefully reviewed and analyzed in good faith, and the Debtors' books and records were referenced for additional support, utilizing due diligence by appropriate personnel of the Debtors. These efforts have resulted in the identification of the disputed "Paid Claims", as identified in **Exhibit A** hereto. I have personally reviewed each of Paid Claims.

5. With respect to the Integrated Claim, Rhodes Ranch Golf, Inc., a non-debtor entity, paid this claim in full. On July 8, 2009 the Debtors sent claimant a letter requesting the withdrawal of the claim, a true and correct copy of which is attached hereto as **Exhibit B**. On July 17, 2009, claimant responded indicating it would attempt to contact Rhodes Ranch Golf, Inc. regarding the payment. On September 17, 2009, the Debtors sent yet another letter to claimant again requesting withdrawal of the claim, a true and correct copy of which is attached hereto as **Exhibit C**. As of this date, the Debtors have not received any further response regarding the Integrated Claim.

LARSON & STEPHENS
810 S. Casino Center Blvd., Suite 104
Las Vegas, Nevada 89101
Tel: (702) 382-1170 Fax: (702) 382-1169

6. With respect to the Priority Claim, Rhodes Ranch Golf, Inc., a non-debtor entity, paid this claim in full. On September 17, 2009 the Debtors sent claimant a letter requesting the withdrawal of the claim, as reflected on **Exhibit D** hereto. As of this date, the Debtors have not received any response regarding the Priority Claim.

7. With respect to the Cananwill Claim, Rhodes Design and Development Corporation paid this account in full, the final payment of which was made by check number 19188 on August 28, 2009. On July 28, 2009 the Debtors sent claimant a letter requesting the withdrawal of the claim, as reflected in **Exhibit E** hereto. As of this date, the Debtors have not received any response regarding the Cananwill Claim.

8. To the best of my knowledge, information and belief, the information on **Exhibit A** to the proposed order is correct. In each instance, the claimant has no valid legal justification for asserting the filed claim against the given Debtor, as each such claim has been paid in full. As a result, I believe that these claims should be disallowed and expunged by the Court.

9. I believe that granting the relief requested in the Fourth Omnibus Objection is in the best interests of the Debtors, their estates and their creditors.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 16th day of October, 2009, at Las Vegas, Nevada.

/s/ Paul D. Huygens

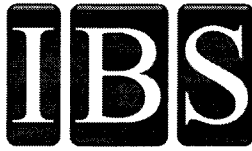
Paul D. Huygens

LARSON & STEPHENS
810 S. Casino Center Blvd., Suite 104
Las Vegas, Nevada 89101
Tel: (702) 382-1170 Fax: (702) 382-1169

EXHIBIT A

LARSON & STEPHENS
810 S. Casino Center Blvd., Suite 104
Las Vegas, Nevada 89101
Tel: (702) 382-1170 Fax: (702) 382-1169

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Integrated Business Systems

Invoice Number: RHOD-09021

Invoice Date: 2/4/09

Customer ID: RHODE

Page: 1

INVOICE

Sold To:

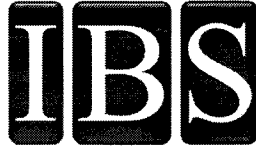
Rhodes Ranch Golf Country Club
20 Rhodes Ranch Parkway
Las Vegas, NV 89113

Ship To:

Line	Description of Product or Service	Quantity	Price	Total
1				
2	BILLABLE SUPPORT			
3				
4	Technical Assistance (Hours)	1.00	200.00	200.00
5	-Date: 1/5/09			
6	-Call Record #: 96430			
7	-Issue: Problem closing event - top record was tagged			
8	for deletion			
9				
10	Technical Assistance (Hours)	1.00	200.00	200.00
11	-Date: 1/6/09			
12	-Call Record #: 96523			
13	-Issue: ETS Info update: Needed to change ETS			
14	numbers			
15				
16	Technical Assistance (Hours)	1.00	200.00	200.00
17	-Date: 1/7/09			
18	-Call Record #: 96593			
19	-Issue: Printer feeding too much paper - using citrix,			
20	needed to apply printer format serverside.			
21				
22	Technical Assistance (Hours)	1.00	200.00	200.00
23	-Date: 1/12/09			
24	-Call Record #: 96916			
25	-Issue: Problem swiping credit card - ok locally but not			
26	on Citrix			
27				
28	Technical Assistance (Hours)	1.00	200.00	200.00
29	-Date: 1/12/09			
30	-Call Record: Multiple Concerns - needed proper			
31	month end closing procedures			
32				
33				
34				
Subtotal:				1,000.00
Sales Tax:				
Total Invoice Amount:				1,000.00
Applied Credits:				()
TOTAL:				\$ 1,000.00
Proposal Number:				
Terms: Net 10 Days				
Finance charges (18% APR) will accrue on all balances over 30 days old.				

Rhodes Ranch
2009 PAUG Calls

Ticket: Title	Ticket: ID	Ticket: Date/Time Received	Ticket: Original Description	Ticket: Resolution
			<p>From: Tate Stull [mailto:tsull@RhodesHomes.com] Sent: Monday, January 12, 2009 4:42 PM To: Miller, Jonathan< Subject: Rhodes Ranch Items Miller, I have the following items to research:How to print a month end merchandise variance report with \$ amounts variance, not item quantity.</p> <p>1. Proper Month End Close Out Procedures. showed him how to close the month. explained about admin and closing the month.</p> <p>2. How to print a month end merchandise variance report with \$ amounts variance, not item quantity. 3. Put a 2 year expiration on 2 years from date of purchase.showed him where to do that.4.Remove prompts to enter cash bank at opening of Z in golf shop. Do not want cash banks in opening and closing counts in Z. Not possible, cannot activate server banking in Retail 5. Daily Closings, remove the prompt for "Daily Course Conditions", temp, frost, etc.</p> <p>disabled this in RR golf shop, done in department setup. he's good to go.</p>	<p>1. Proper Month End Close Out Procedures. showed him how to close the month. explained about admin and closing the month.</p> <p>2. How to print a month end merchandise variance report with \$ amounts variance, not item quantity. 3. Put a 2 year expiration on 2 years from date of purchase.showed him where to do that.4.Remove prompts to enter cash bank at opening of Z in golf shop. Do not want cash banks in opening and closing counts in Z. Not possible, cannot activate server banking in Retail 5. Daily Closings, remove the prompt for "Daily Course Conditions", temp, frost, etc.</p> <p>disabled this in RR golf shop, done in department setup. he's good to go.</p>
Multiple Concerns	96968	1/12/2009 16:48	<p>problems with swiping credit card. he said that when they swipe on this one machine it pops up with all kinds of gibberish instead of the credit card information</p>	Will discuss with their local tech to populate the resources thru the citrix connection
problems with swiping credit card	96916	1/12/2009 11:33		star SP300. they TS into the server, and are using citrix to access. I set the receipt printer format serverside, (it was already set up, just needed to be applied). after that, they tested and it worked.
printer feeding too much paper	96593	1/7/2009 13:00	bar register receipt printer is feeding too much paper	called dave back. going to get connected and change his ets numbers. did this for rr f&b and rr golf. f&b original numbers were cl id: 5889; master:811520 golf cl id: 5888 master key: 494869. closing ticket.told him to now call ets.
ETS Info Update	96523	1/6/2009 15:42		Event RR0054 is showing a 0 balance, but charges don't equal payments at the event screen. after checking evtnttran, and doing a sum statement to add together the totals, we saw that the top record was tagged for deletion but the addition balanced out to Zero. I untagged the record, and the payment appeared on the Invoice tab. I was then able to close the event. he's good to go.
problems closing an event	96430	1/5/2009 17:01	having problem closing an event : Derreck Rose	



Integrated Business Systems

2009 PAY AS YOU GO SUPPORT

Hours of Support

You can receive Help Desk Support from 8:00 AM to 6:00 PM (Eastern Time) on the days Monday through Friday. After Hours Emergency support are only available for full support clients through our after hours emergency paging service.

Fees

When work is performed by IBS, the current hourly rate will be charged to your credit card. This rate will be billed in ¼ hour increments with a 1 hour minimum charge of \$200 per call. The current standard hourly rate is **\$200** for the first hour and **\$150** for each hour after. Hourly billing is subject to change without further notification.

You must sign a work order detailing the estimated costs and provide a valid credit card number (Visa or MasterCard only) before a technician can assist you.

Upgrades

Version upgrades are only available to full support clients. If a client chooses to switch back from pay as you go status to full support status, they will be required to pay the annual back support fees.

Always Billable Work (Full Support or Pay as You Go Support)

- User errors that are a result of not following standard operating procedures as defined in IBS training manuals and programs.
- The time necessary to accommodate hardware repairs outside of the manufacturer's warranty period (Hardware provided by IBS).
- Issues arising from software or hardware that was not provided by IBS.
- Upgrades to network or credit card software that have not been performed by IBS.
- Upgrades to hardware that have not been performed by IBS.
- Support of Microsoft Windows or any other software product that has not been developed by IBS.
- Assistance with or training on the configuration of hardware or software for the IBS system.

Prices are subject to change annually.

I have read the above terms and desire to change my account from full support to 'Pay As You Go' status. I realize that I will be back billed for all calls made during the period of full support that has been dropped.

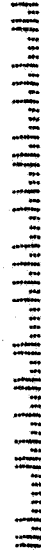


Integrated Business Systems
12201 Gayton Road, Suite 100
Richmond, VA 23238

MAY 15 2009

The Rhodes Companies, LLC
c/o Omni Management Group, LLC
16161 Ventura Boulevard, Suite C
PMB 477
Encino, CA 91436-2522

91436+2522



PQC0857 0001



Priority Building Services, LLC
521 Mercury Lane
Brea, CA 92821
Tel (714) 255-2940 Fax (714) 255-2952

INVOICE NO.	17578
DATE	03/15/09

CUSTOMER

Accounts Payable
Rhodes Ranch Golf Club
20 Rhodes Ranch Parkway
Las Vegas, NV 89148

SERVICE LOCATION

Rhodes Ranch Golf Club
20 Rhodes Ranch Parkway
Las Vegas, NV 89148

TERMS: Net 30 Days		CUSTOMER NO. 4007		P.O. NO.	
Description		Quantity	Unit of Measure	Price	Amount
Shampooed Carpets On 03/06/09 As Requested.					350.00
				Sub-Total	350.00
				Sales Tax	
				TOTAL	350.00

▼ TO ENSURE PROPER CREDIT, PLEASE DETACH AND MAIL BOTTOM PORTION WITH YOUR PAYMENT ▼

ATTENTION:

Accounts Payable
Rhodes Ranch Golf Club
20 Rhodes Ranch Parkway
Las Vegas, NV 89148

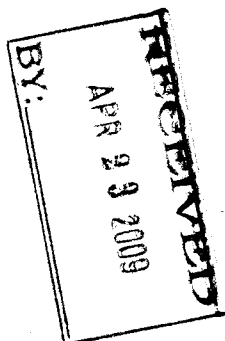
PLEASE SEND REMITTANCE TO

Priority Building Services, LLC
521 Mercury Lane
Brea, CA 92821

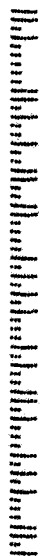
Customer No.	4007
Job No.	4007
Invoice No.	17578
Invoice Date	03/15/09
Amount Due	\$350.00
Amount Remitted	

PRIORITY BUILDING SERVICES
521 MERCURY LANE
BREA, CA 92821

Heritage Land Company, LLC
c/o Omni Management Group, LLC
16161 Ventura Blvd, Suite C
PMB 477
Encino, CA 91436
866-989-6144



31436+2523



UNITED STATES BANKRUPTCY COURT		DISTRICT OF NEVADA	PROOF OF CLAIM
Name of Debtor: Rhodes Design and Development Corporation		Case Number: 09-14846	
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>			
Name of Creditor (The person or other entity to whom the debtor owes money or property): Canaanwill Inc			
Name and address where notices should be sent: Canaanwill Inc 1000 Milwaukee Ave Glenview IL 60025			
TEL: (888) 889-7350			
Name and address where payment should be sent (if different from above): Name: _____ Address 1: _____ Address 2: _____ Address 3: _____ Address 4: _____ Address 5: _____ TEL: () -		<input type="checkbox"/> Check box to indicate that this claim amends a previously filed claim. Court Claim Number: / (If known) Filed On: / / <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach a copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
<small>Carefully read instructions included with this Proof of Claim before completing. In order to have your claim considered for payment and/or voting purposes, complete ALL applicable questions. The original of this Proof of Claim must be sent to: The Rhodes Companies, LLC, c/o Omni Management Group, LLC, 16161 Ventura Boulevard, Suite C, PMB 477, Encino, CA 91436-2522.</small>			
1. Amount of Claim as of Date Case Filed: \$ 111,350.36 <small>If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5.</small> <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under - 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (Amount entitled to priority: \$.	
2. Basis for Claim MONEY LOAN (See instruction #2 on reverse side)			
3. Last four digits of any number by which creditor identifies debtor: 03-05274559 (See instruction #3a on reverse side.)			
3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)			
4. Secured Claim. (See instruction #4 on reverse side.) <input type="checkbox"/> Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: _____ Value of Property: \$. Annual Interest Rate: % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$. Amount Secured: \$ 111,350.36 Basis for perfection: _____ Amount Unsecured: \$.			
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.			
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		THIS SPACE IS FOR COURT USE ONLY FILED APR 29 2009 By Omni Management Group, Claims Agent For U.S. Bankruptcy Court District of Nevada	
Date: 04/22/2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.		
Signature: Daisy Cruz	Title: Corp Collect		
Printed Name: Daisy Cruz			
<small>Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.</small>			

CANANWILL, INC
1000 MILWAUKEE AVENUE
GLENVIEW, IL 60025

1-877-818-2508

04/22/09 MM/DD/YY

PAGE 1

INSURED:
RHODES DESIGN & DEVELOPMENT
CORP AND SAGEBRUSH ENTERPRISES
INC
4730 FORT APACHE ROAD STE 300
LAS VEGAS NV 89147
ACCOUNT NBR: 03-05274559-06

AGENT:
GUARANTY CALIFORNIA INS SERVIC
445 SOUTH FIGUEROA STREET
SUITE # 3600
LOS ANGELES, CA 90071-1602

STATEMENT OF ACCOUNT

CASH PRICE:	264,162.52	DOWN PAYMENT:	26,958.18
AMOUNT FINANCED:	237,204.34	TOTAL OF PAYMENTS:	245,164.04
FINANCE CHARGE:	7,959.70	NUMBER OF PAYMENTS:	11 BEGINNING:11/01/08
DATE	AMOUNT	BALANCE	DESCRIPTION
11/03/08	22,287.64	222,876.40	REGULAR PAYMENT
11/04/08	22,287.64	200,588.76	REGULAR PAYMENT
01/07/09	1,114.38	201,703.14	LATE CHARGE ASSESSED
01/28/09	23,402.02	178,301.12	REGULAR PAYMENT
02/09/09	1,114.38	179,415.50	LATE CHARGE ASSESSED
02/13/09	22,287.64	157,127.86	REGULAR PAYMENT
03/03/09	22,287.64	134,840.22	REGULAR PAYMENT
03/05/09	22,287.64	112,552.58	REGULAR PAYMENT
LESS UNEARNED INTEREST:		1,202.22	
SUBTOTAL:		111,350.36	
POST CANCELLATION INTEREST:		0.00	
PAYOFF AMOUNT THROUGH 04/30/09		111,350.36	
DAILY INTEREST CHARGE		0.00	

CANANWILL, INC.
1000 MILWAUKEE AVENUE, GLENVIEW, IL 60025 - (800) 544-0666
COMMERCIAL INSURANCE PREMIUM FINANCE AND SECURITY AGREEMENT

Pg. 1 of 2

NC LIC. #B-116, SC LIC. #99		10/15/2008 237,204.34	Contract Number
		Agent Number AU064	Quote Number 469765A-1
Name and address of Insured(s) (as shown in the policy) and co-obligor if any RHODES DESIGN & DEVELOPMENT CORP AND SAGEBRUSH ENTERPRISES INC 4730 PORT APACHE ROAD STE 300 LAS VEGAS, NV 89147		Name and Address of Insured's Agent ("Agent") GUARANTY CALIFORNIA INS SERVIC 445 SOUTH FIGUEROA STREET SUITE # 3600 LOS ANGELES, CA 90071-1602 Contact: Pre-Approval/Linda Campb Telephone Number: (213) 629-3131	
Telephone Number: (702) 873-5338			
Policyholder Designation (Check One): <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Proprietorship <input type="checkbox"/> Corporation		Type of Agreement (Check One): <input checked="" type="checkbox"/> New <input type="checkbox"/> Additional Premium	
		Indicate contract number of current policy being financed.	

SCHEDULE OF POLICIES COVERED BY THIS AGREEMENT

FOR COMPANY USE ONLY	POLICY NUMBER Prefix Number	FULL NAME OF INSURANCE COMPANY AND ADDRESS OF BRANCH REPORTING OFFICE AND FULL NAME AND ADDRESS OF GENERAL AGENT	TYPE OF INSURANCE	TERM IN MONTHS	POLICY EFFECTIVE DATE Mo. Day Year	POLICY PREMIUM
14736 B0516	* Assign Rate=N AddCtdDays=0 Audit=Y Min Emd=25,000	COLONY NATIONAL INSURANCE CO BROWN & RIDING INSUR SERVICES	GL	12	10/1/2008 Taxes Fees	68,245.00 2,834.52 4,453.00
25151	* Assign Rate=N AddCtdDays=0 Audit=Y Min Emd=0.000	HARTFORD FIRE INSURANCE CO	AUTO	12	10/1/2008 Taxes Fees	96,055.00 0.00 0.00
Total taxes:	2834.52	(Policies Continued on Next Page)				
Total fees:	4453.00					
NY: Charge under §2119 of New York Insurance Law for obtaining and servicing these policies. If none, state None, \$						FLORIDA DOCUMENTARY STAMP TAX 0.00



DISCLOSURE STATEMENT - PAYMENT SCHEDULE

CASH PRICE (Total Premiums) \$ 264,162.52

Payment Plan: ☒ Monthly ☐ Quarterly ☐ Annually

Number of Payments 11

First Payment Due 11/1/2008

Subsequent payments are due on the same day of each succeeding period.

CASH PRICE	CASH DOWN PAYMENT	AMOUNT FINANCED The amount of credit provided on your behalf.	FINANCE CHARGE The dollar amount the credit will cost you.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	AMOUNT OF EACH PAYMENT	ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.
\$ 264,162.52	\$ 26,958.18	\$ 237,204.34	\$ 7,959.70	\$ 245,164.04	\$ 22,287.64	6.65%

CANANWILL, INC. (HEREINAFTER CALLED CANANWILL)

Prepayment: The Insured may prepay in full at any time and receive a refund of the unearned finance charge, calculated according to the Rule of 78's (actuarial method in AK, AZ, CA, MA, MO, NJ, OR, PA, VT; short rate method in SC), and subject to a nonrefundable charge stated on page two. Minimum refund is \$1.00 (except AK, where there is no minimum refund).

Security Interest: The Insured assigns to Cananwill as security for payment of this agreement all sums payable to the Insured with reference to the policies listed above, including, among other things, any gross return premiums and any payment on account of loss which results in reduction of unearned premium. In accordance with the term of said policies.

Delinquency charge: The Insured agrees that upon default in payment of any installment five days or more (more than 5 days in IL, MS, OH) to pay a Delinquency Charge of 5% of

1000 MILWAUKEE AVENUE, GLENVIEW, IL 60025 - (800) 544-0666
 the delinquent installment. In AK, CA, DE, MI, MN, ND, NJ, OR, TN, TX, the Delinquency Charge is not due until installment is in default for ten days or more, more than 10 days in VA, NM 7 days in VA. Maximum delinquency charge is \$5 in DE, MT, ND; \$100 in MD; \$500 in NM; 1 1/2% of the installment in NJ with a minimum of \$25. In AK, OR, for delinquent payments of less than \$250, the delinquency charge is the lesser of 5% of the payment or \$5; otherwise the delinquency charge is 2% of the payment. KS: Delinquency charge is \$5 plus 2% of the installment in default.
Cancellation Charge: The Insured agrees that if a default results in cancellation of the policy(ies) to pay a Cancellation Charge in the amount stated on page two. (Not applicable in AK, KY, TX, NC.)
 See the provisions on page two for additional information about nonpayment, default, and any repayment in full before the scheduled date and any prepayment refunds or penalties.

QIV# 469765A-1 PRN:10/14/2008 11:30 AM BY:chmlewskit CFG:CustomConfig RT:SR263 PF:0.00 T:7.07 B1:6.65 B2:6.65

NOTICE TO INSURED: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT, INCLUDING THE WRITING ON PAGE TWO, OR IF IT CONTAINS ANY BLANKS. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT. 3. YOU UNDERSTAND AND HAVE RECEIVED A COPY OF THIS AGREEMENT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. 4. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. 5. SEE PAGE TWO FOR IMPORTANT INFORMATION.

When used in this Agreement, "Insured" means the Insured and any co-obligor named above and all insureds covered by the Policies listed in the Schedule of Policies. Each Insured jointly and severally agrees to make all payments required by this Agreement and to be bound by all of its provisions including those on page two. The person signing represents and warrants that he or she is authorized to enter into this Agreement on behalf of each Insured and to bind each Insured to this Agreement. Each Insured agrees that Cananwill may send all notices under this Agreement to the Insured's address shown above. You are not required to enter into an insurance premium financing arrangement as a condition to the purchase of any insurance policy.

By Gary Fuchs, CFO (Signature of Insured)

Date 10/16/08

(Typed Name and Title)

AGENT'S REPRESENTATIONS AND WARRANTIES

The undersigned Agent has read the Insurance Agent's Representations and Warranties on page two and makes all such representations and warranties recited therein and agrees to be bound by the terms of this Agreement.

By [Signature] (Signature of Agent)

Date 10/20/08

(Typed Name and Title)

CW-1 QIV (Ed. 01-03)

03 APR-23-09

 **CANANWILL**
INC.
Premium Funding
1000 Milwaukee Avenue
Glenview, IL 60025

Mortgage ~~Refinance~~ Company, LLC REQUESTED
c/o Omni Management Group, LLC
16161 Ventura Blvd. Suite C
PMB 477
ENCINO, CA 91436

APR 27 2009

BOAIP31 91436

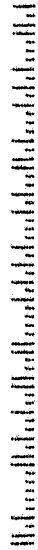
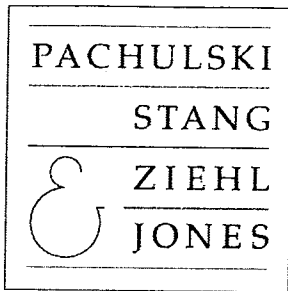


EXHIBIT B

LARSON & STEPHENS
810 S. Casino Center Blvd., Suite 104
Las Vegas, Nevada 89101
Tel: (702) 382-1170 Fax: (702) 382-1169

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



LAW OFFICES
LIMITED LIABILITY PARTNERSHIP

LOS ANGELES, CA
SAN FRANCISCO, CA
WILMINGTON, DE
NEW YORK, NY

10100 SANTA MONICA BLVD.
11th FLOOR
LOS ANGELES
CALIFORNIA 90067-4100

TELEPHONE: 310/277 6910
FACSIMILE: 310/201 0760

SAN FRANCISCO
150 CALIFORNIA STREET
15th FLOOR
SAN FRANCISCO
CALIFORNIA 94111-4500

TELEPHONE: 415/263 7000
FACSIMILE: 415/263 7010

DELAWARE
919 NORTH MARKET STREET
17th FLOOR
P.O. BOX 8705
WILMINGTON
DELAWARE 19899-8705

TELEPHONE: 302/652 4100
FACSIMILE: 302/652 4400

NEW YORK
780 THIRD AVENUE
36th FLOOR
NEW YORK
NEW YORK 10017-2024

TELEPHONE: 212/561 7700
FACSIMILE: 212/561 7777

Michael Matteo

July 8, 2009

mmatteo@pszjlaw.com
310.277.6910

VIA U.S. FIRST CLASS MAIL

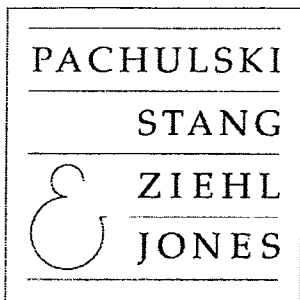
Bobbi Jones
Integrated Business Systems
12201 Gayton Rd, Ste. 100
Richmond, VA 23238

**Re: The Rhodes Companies, LLC, et al.
USBC Case No. 09-14814 LBR**

Dear Bobbi:

This firm represents Rhodes Ranch Golf Country Club (the "Debtor") in its Chapter 11 bankruptcy filed in the United States Bankruptcy Court for the District of Nevada (Case No. 09-14854 LBR). You filed a proof of claim on behalf of Integrated Business Systems, designated as proof of claim number 14 in the amount of \$1,034.52 in the Debtor's bankruptcy case.

Based on the invoice attached to your company's proof of claim, the claim relates to services or goods provided to the Rhodes Ranch golf course, which is no longer owned by the Debtor. In December 2008, the Debtor sold the golf course to a non-Debtor affiliate called Rhodes Ranch Golf, Inc. Rhodes Ranch Golf, Inc. is not a Debtor in these proceedings and is not in bankruptcy. The Debtor has not operated the Rhodes Ranch golf course since December 2008. Furthermore, it is our understanding that your claim has been or will be paid by Rhodes Ranch Golf, Inc.



LAW OFFICES

July 8, 2009
Page 2

Therefore, please withdraw your claim by signing and returning the enclosed Notice of Withdrawal of Claim form by July 20, 2009 so that we may avoid having to object to your claim in the Bankruptcy Court. Thank you.

Very truly yours,


Michael A. Matteo, Paralegal

Enclosure

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA
SOUTHERN DIVISION**

In re:

Case No.: BK-S-09-14814-LBR
(Jointly Administered)

THE RHODES COMPANIES, LLC, aka
"Rhodes Homes," et al.,¹
Debtors.

Chapter 11

Affects:

☐

All Debtors

☒

Affects the following Debtor(s):

RHODES RANCH GOLF COUNTRY CLUB,
LLC

NOTICE OF WITHDRAWAL OF PROOF OF CLAIM

Creditor Integrated Business Systems hereby withdraws its proof of claim, designated as
Claim No. 14 in the amount of \$1,034.52 filed in Bankruptcy Case No. 09-14854 against Rhodes
Ranch Golf Country Club, LLC.

Dated: _____, 2009

Representative for Integrated Business Systems

¹ The Debtors in these cases, along with their case numbers are: Heritage Land Company, LLC (Case No. 09-14778); The Rhodes Companies, LLC (Case No. 09-14814); Tribes Holdings, LLC (Case No. 09-14817); Apache Framing, LLC (Case No. 09-14818); Geronimo Plumbing LLC (Case No. 09-14820); Gung-Ho Concrete LLC (Case No. 09-14822); Bravo, Inc. (Case No. 09-14825); Elkhorn Partners, A Nevada Limited Partnership (Case No. 09-14828); Six Feathers Holdings, LLC (Case No. 09-14833); Elkhorn Investments, Inc. (Case No. 09-14837); Jarupa, LLC (Case No. 09-14839); Rhodes Realty, Inc. (Case No. 09-14841); C & J Holdings, Inc. (Case No. 09-14843); Rhodes Ranch General Partnership (Case No. 09-14844); Rhodes Design and Development Corporation (Case No. 09-14846); Parcel 20, LLC (Case No. 09-14848); Tuscany Acquisitions IV, LLC (Case No. 09-14849); Tuscany Acquisitions III, LLC (Case No. 09-14850); Tuscany Acquisitions II, LLC (Case No. 09-14852); Tuscany Acquisitions, LLC (Case No. 09-14853); Rhodes Ranch Golf Country Club, LLC (Case No. 09-14854); Overflow, LP (Case No. 09-14856); Wallboard, LP (Case No. 09-14858); Jackknife, LP (Case No. 09-14860); Batcave, LP (Case No. 09-14861); Chalkline, LP (Case No. 09-14862); Glynda, LP (Case No. 09-14865); Tick, LP (Case No. 09-14866); Rhodes Arizona Properties, LLC (Case No. 09-14868); Rhodes Homes Arizona, L.L.C. (Case No. 09-14882); Tuscany Golf Country Club, LLC (Case No. 09-14884); and Pinnacle Grading, LLC (Case No. 09-14887).



Integrated Business Systems

Invoice Number: RHOD-09021

Invoice Date: 2/4/09

Customer ID: RHODE

Page: 1

INVOICE

Sold To:

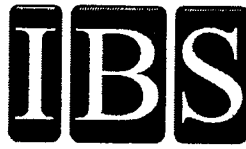
Rhodes Ranch Golf Country Club
20 Rhodes Ranch Parkway
Las Vegas, NV 89113

Ship To:

Line	Description of Product or Service	Quantity	Price	Total
1				
2	BILLABLE SUPPORT			
3				
4	Technical Assistance (Hours)	1.00	200.00	200.00
5	-Date: 1/5/09			
6	-Call Record #: 96430			
7	-Issue: Problem closing event - top record was tagged			
8	for deletion			
9				
10	Technical Assistance (Hours)	1.00	200.00	200.00
11	-Date: 1/6/09			
12	-Call Record #: 96523			
13	-Issue: ETS Info update: Needed to change ETS			
14	numbers			
15				
16	Technical Assistance (Hours)	1.00	200.00	200.00
17	-Date: 1/7/09			
18	-Call Record #: 96593			
19	-Issue: Printer feeding too much paper - using citrix,			
20	needed to apply printer format serverside.			
21				
22	Technical Assistance (Hours)	1.00	200.00	200.00
23	-Date: 1/12/09			
24	-Call Record #: 96916			
25	-Issue: Problem swiping credit card - ok locally but not			
26	on Citrix			
27				
28	Technical Assistance (Hours)	1.00	200.00	200.00
29	-Date: 1/12/09			
30	-Call Record: Multiple Concerns - needed proper			
31	month end closing procedures			
32				
33				
34				
Subtotal:				1,000.00
Sales Tax:				
Total Invoice Amount:				1,000.00
Applied Credits:				()
TOTAL:				1,000.00
Terms: Net 10 Days Finance charges (18% APR) will accrue on all balances over 30 days old.				

Rhodes Ranch
2009 PAUG Calls

Ticket: Title	Ticket: ID	Ticket: Date/Time Received	Ticket: Original Description	Ticket: Resolution
			<p>From: Tate Stull [mailto:tsull@RhodesHomes.com] Sent: Monday, January 12, 2009 4:42 PM To: Miller, Jonathan< Subject: Rhodes Ranch Items Miller, I have the following items to research:How to print a month end merchandise variance report with \$ amounts variance, not item quantity.</p>	<p>1. Proper Month End Close Out Procedures. showed him how to close the month. explained about admin and closing the month. 2. How to print a month end merchandise variance report with \$ amounts variance, not item quantity. 3. Put a 2 year expiration on 2 years from date of purchase showed him where to do that.4.Remove prompts to enter cash bank at opening of Z in golf shop. Do not want cash banks in opening and closing counts in Z. Not possible; cannot activate server banking in Retail 5. Daily Closings, remove the prompt for "Daily Course Conditions", temp, frost, etc. disabled this in RR golf shop, done in department setup. he's good to go.</p>
Multiple Concerns	96968	1/12/2009 16:48	problems with swiping credit card. he said that when they swipe on this one machine it pops up with all kinds of gibberish instead of the credit card information	Will discuss with their local tech to populate the resources thru the citrix connection
printer feeding too much paper	96593	1/7/2009 13:00	bar register receipt printer is feeding too much paper	star SP300. they TS into the server, and are using citrix to access. I set the receipt printer format serverside, (it was already set up, just needed to be applied). after that, they tested, and it worked.
ETS Info Update	96523	1/6/2009 15:42		called dave back. going to get connected and change his ets numbers. did this for rr f&b and rr golf. f&b original numbers were ci id: 5889; master:811520 golf ci id: 5888 master key: 494869. closing ticket.told him to now call ets.
problems closing an event	96430	1/5/2009 17:01	having problem closing an event : Derreck Rose	Event RR0054 is showing a 0 balance, but charges don't equal payments at the event screen. after checking evtnttran, and doing a sum statement to add together the totals, we saw that the top record was tagged for deletion but the addition balanced out to Zero. I untagged the record, and the payment appeared on the Invoice tab. I was then able to close the event. he's good to go.



Integrated Business Systems

2009 PAY AS YOU GO SUPPORT

Hours of Support

You can receive Help Desk Support from 8:00 AM to 6:00 PM (Eastern Time) on the days Monday through Friday. After Hours Emergency support are only available for full support clients through our after hours emergency paging service.

Fees

When work is performed by IBS, the current hourly rate will be charged to your credit card. This rate will be billed in ¼ hour increments with a 1 hour minimum charge of \$200 per call. The current standard hourly rate is \$200 for the first hour and \$150 for each hour after. Hourly billing is subject to change without further notification.

You must sign a work order detailing the estimated costs and provide a valid credit card number (Visa or MasterCard only) before a technician can assist you.

Upgrades

Version upgrades are only available to full support clients. If a client chooses to switch back from pay as you go status to full support status, they will be required to pay the annual back support fees.

Always Billable Work (Full Support or Pay as You Go Support)

- User errors that are a result of not following standard operating procedures as defined in IBS training manuals and programs.
- The time necessary to accommodate hardware repairs outside of the manufacturer's warranty period (Hardware provided by IBS).
- Issues arising from software or hardware that was not provided by IBS.
- Upgrades to network or credit card software that have not been performed by IBS.
- Upgrades to hardware that have not been performed by IBS.
- Support of Microsoft Windows or any other software product that has not been developed by IBS.
- Assistance with or training on the configuration of hardware or software for the IBS system.

Prices are subject to change annually.

I have read the above terms and desire to change my account from full support to 'Pay As You Go' status. I realize that I will be back billed for all calls made during the period of full support that has been dropped.

IBS Integrated Business Systems
12201 Gayton Road, Suite 100
Richmond, VA 23238

APR 15 2009

The Rhodes Companies, LLC
c/o Omni Management Group, LLC
16161 Ventura Boulevard, Suite C
PMB 477
Encino, CA 91436-2522

51436+2522

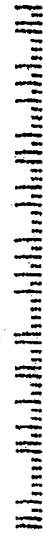
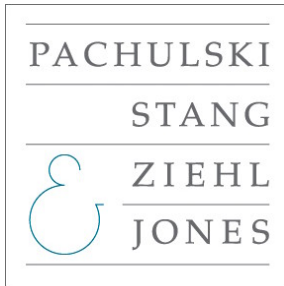


EXHIBIT C

LARSON & STEPHENS
810 S. Casino Center Blvd., Suite 104
Las Vegas, Nevada 89101
Tel: (702) 382-1170 Fax: (702) 382-1169

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



September 22, 2009

VIA U.S. FIRST CLASS MAIL

LAW OFFICES
LIMITED LIABILITY PARTNERSHIP

SAN FRANCISCO, CA
LOS ANGELES, CA
WILMINGTON, DE
NEW YORK, NY

150 CALIFORNIA STREET
15th FLOOR
SAN FRANCISCO
CALIFORNIA 94111-4500

TELEPHONE: 415/263 7000

FACSIMILE: 415/263 7010

Integrated Business Systems
Attn: Bobbi Jones
12201 Gayton Road, Suite 201
Richmond, VA 23238

**Re: The Rhodes Companies, et al.
Chapter 11 Case No. 09-14814
(Jointly Administered)**

Dear Bobbi:

As you may recall, this firm represents Rhodes Ranch Golf and Country Club (the "Debtor") in its Chapter 11 bankruptcy filed in the United States Bankruptcy Court for the District of Nevada (Case No. 09-14854 LBR). You filed a proof of claim on behalf of Integrated Business Systems, designated as proof of claim number 14 in the amount of \$1,034.52 in the Debtor's bankruptcy case.

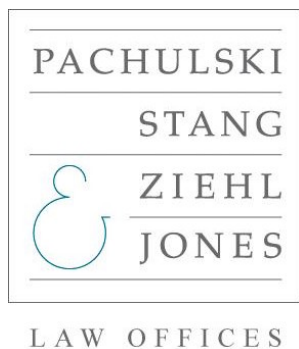
We previously wrote to you on July 8, 2009 requesting withdrawal of your claim. Based on the invoice attached to your proof of claim, the claim relates to services or goods provided to the Rhodes Ranch Golf Course, which is no longer owned by the Debtor. We were contacted by Luann at Integrated Business, and informed that she was waiting for payment from Rhodes Ranch Golf, Inc. before withdrawing the claim.

Our records indicate that payment on behalf of invoice RHOD-09021, was made by Rhodes Ranch Golf, Inc., in the amount of \$1,000.00 by check no. 30688 dated July 10, 2009. Our records further indicate that this account has been paid in full.

LOS ANGELES
10100 SANTA MONICA BLVD.
11th FLOOR
LOS ANGELES
CALIFORNIA 90067-4100
TELEPHONE: 310/277 6910
FACSIMILE: 310/201 0760

DELAWARE
919 NORTH MARKET STREET
17th FLOOR
P.O. BOX 8705
WILMINGTON
DELAWARE 19899-8705
TELEPHONE: 302/652 4100
FACSIMILE: 302/652 4400

NEW YORK
788 THIRD AVENUE
36th FLOOR
NEW YORK
NEW YORK 10017-2024
TELEPHONE: 212/561 7700
FACSIMILE: 212/561 7777



Bobbi Jones
September 22, 2009
Page 2

Therefore, we respectfully request that you withdraw your claim. Please withdraw your Claim by signing and returning the enclosed Notice of Claim Withdrawal form by October 9, 2009 so that we may avoid having to object to your claim in the Bankruptcy Court. Thank you.

Very truly yours,

/s/

Patricia J. Jeffries

PJJ
Enclosure
cc: Michael A. Matteo

EXHIBIT D

LARSON & STEPHENS
810 S. Casino Center Blvd., Suite 104
Las Vegas, Nevada 89101
Tel: (702) 382-1170 Fax: (702) 382-1169

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



September 3, 2009

VIA U.S. FIRST CLASS MAIL

Priority Building Services, LLC
Attn: Kelly Rocha
521 Mercury Lane
Brea, CA 92821

**Re: The Rhodes Companies, et al.
Chapter 11 Case No. 09-14814
(Jointly Administered)**

Dear Ms. Rocha:

This firm represents Rhodes Ranch Golf and Country Club (the "Debtor") in its Chapter 11 bankruptcy filed in the United States Bankruptcy Court for the District of Nevada (Case No. 09-14854 LBR). You filed a proof of claim on behalf of Priority Building Services, designated as proof of claim number 2 in the amount of \$350.00 in the Debtor's bankruptcy case.

Our records indicate that payment of \$350.00 was made by Rhodes Ranch Golf, Inc., a non-debtor, by check no. 30415 on May 5, 2009. Our records further indicate that this account has been paid in full.

Please withdraw your Claim by signing and returning the enclosed Notice of Claim Withdrawal form by September 11, 2009 so that we may avoid having to object to your claim in the Bankruptcy Court. Thank you.

Very truly yours,

/s/
Patricia J. Jeffries

PJJ
Enclosure
cc: Michael A. Matteo

LAW OFFICES
LIMITED LIABILITY PARTNERSHIP

SAN FRANCISCO, CA
LOS ANGELES, CA
WILMINGTON, DE
NEW YORK, NY

150 CALIFORNIA STREET
15th FLOOR
SAN FRANCISCO
CALIFORNIA 94111-4500

TELEPHONE: 415/263 7000

FACSIMILE: 415/263 7010

LOS ANGELES
10100 SANTA MONICA BLVD.
11th FLOOR
LOS ANGELES
CALIFORNIA 90067-4100

TELEPHONE: 310/277 6910

FACSIMILE: 310/201 0760

DELAWARE
919 NORTH MARKET STREET
17th FLOOR
P.O. BOX 8705
WILMINGTON
DELAWARE 19899-8705

TELEPHONE: 302/652 4100

FACSIMILE: 302/652 4400

NEW YORK
788 THIRD AVENUE
36th FLOOR
NEW YORK
NEW YORK 10017-2024

TELEPHONE: 212/561 7700

FACSIMILE: 212/561 7777

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:

RHODES RANCH GOLF AND COUNTRY
CLUB

Debtor.

Case No.: BK-S-09-14854-LBR

Chapter 11

NOTICE OF WITHDRAWAL OF PROOF OF CLAIM NO. 2

PRIORITY BUILDING SERVICES, LLC hereby withdraws its proof of claim, designated as
Claim No. 2, filed in the above-captioned case.

Dated: _____, 2009

(signature)

By:

(print name)

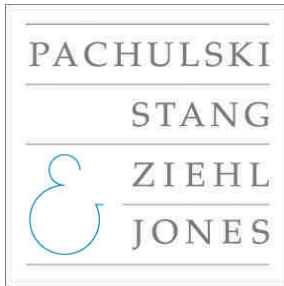
Its:

(title)

EXHIBIT E

LARSON & STEPHENS
810 S. Casino Center Blvd., Suite 104
Las Vegas, Nevada 89101
Tel: (702) 382-1170 Fax: (702) 382-1169

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



LAW OFFICES
LIMITED LIABILITY PARTNERSHIP

SAN FRANCISCO, CA
LOS ANGELES, CA
WILMINGTON, DE
NEW YORK, NY

150 CALIFORNIA STREET
15th FLOOR
SAN FRANCISCO
CALIFORNIA 94111-4500

TELEPHONE: 415/263 7000

FACSIMILE: 415/263 7010

LOS ANGELES

10100 SANTA MONICA BLVD.
11th FLOOR
LOS ANGELES
CALIFORNIA 90067-4100

TELEPHONE: 310/277 6910

FACSIMILE: 310/201 0760

DELAWARE

919 NORTH MARKET STREET
17th FLOOR
P.O. BOX 8705
WILMINGTON
DELAWARE 19899-8705

TELEPHONE: 302/652 4100

FACSIMILE: 302/652 4400

NEW YORK

788 THIRD AVENUE
36th FLOOR
NEW YORK
NEW YORK 10017-2024

TELEPHONE: 212/561 7700

FACSIMILE: 212/561 7777

July 28, 2009

VIA U.S. FIRST CLASS MAIL

Cananwill, Inc.
Attn: Daisy Cruz
1000 Milwaukee Ave.
Glenview, IL 60025

**Re: The Rhodes Companies, et al.
Chapter 11 Case No. 08-14818
(Jointly Administered)**

Dear Ms. Cruz:

This firm represents Rhodes Design and Development Corporation (the "Debtor") in its Chapter 11 bankruptcy filed in the United States Bankruptcy Court for the District of Nevada (Case No. 09-14846 LBR). You filed a proof of claim on behalf of Cananwill, Inc., designated as proof of claim number 6 in the secured amount of \$111,350.36 in the Debtor's bankruptcy case.

Our records indicate that this account is current and there are no prepetition amounts due and owing to Cananwill.

We respectfully request that you amend your claim to a zero balance or "unknown" amount by August 17, 2009 so that we may avoid having to object to your claim in the Bankruptcy Court. Thank you.

Very truly yours,

Patricia J. Jeffries

PJJ
Enclosure
cc: Michael A. Matteo

UNITED STATES BANKRUPTCY COURT		DISTRICT OF NEVADA	PROOF OF CLAIM
Name of Debtor: Rhodes Design and Development Corporation		Case Number: 09-14846	
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>			
Name of Creditor (The person or other entity to whom the debtor owes money or property): Canaanwill Inc			
Name and address where notices should be sent: Canaanwill Inc 1000 Milwaukee Ave Glenview IL 60025			
TEL: (888) 889-7350			
Name and address where payment should be sent (if different from above): Name: _____ Address 1: _____ Address 2: _____ Address 3: _____ Address 4: _____ Address 5: _____ TEL: () -		<input type="checkbox"/> Check box to indicate that this claim amends a previously filed claim. Court Claim Number: / (If known) Filed On: / / <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach a copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
<small>Carefully read instructions included with this Proof of Claim before completing. In order to have your claim considered for payment and/or voting purposes, complete ALL applicable questions. The original of this Proof of Claim must be sent to: The Rhodes Companies, LLC, c/o Omni Management Group, LLC, 16161 Ventura Boulevard, Suite C, PMB 477, Encino, CA 91436-2522.</small>			
1. Amount of Claim as of Date Case Filed: \$ 111,350.36 <small>If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5.</small> <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under - 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (Amount entitled to priority: \$	
2. Basis for Claim MONEY LOAN (See instruction #2 on reverse side)			
3. Last four digits of any number by which creditor identifies debtor: 03-05274559 (See instruction #3a on reverse side.)			
3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)			
4. Secured Claim. (See instruction #4 on reverse side.) <input type="checkbox"/> Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: _____ Value of Property: \$. Annual Interest Rate: % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$. Basis for perfection: _____ Amount Secured Amount Unsecured \$ 111,350.36 \$			
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.			
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		THIS SPACE IS FOR COURT USE ONLY FILED APR 29 2009 By Omni Management Group, Claims Agent For U.S. Bankruptcy Court District of Nevada	
Date: 04/22/2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.		
Signature: Daisy Cruz	Title: Corp Collect		
Printed Name: Daisy Cruz			
<small>Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.</small>			

CANANWILL, INC
1000 MILWAUKEE AVENUE
GLENVIEW, IL 60025

1-877-818-2508

04/22/09 MM/DD/YY

PAGE 1

INSURED:
RHODES DESIGN & DEVELOPMENT
CORP AND SAGEBRUSH ENTERPRISES
INC
4730 FORT APACHE ROAD STE 300
LAS VEGAS NV 89147
ACCOUNT NBR: 03-05274559-06

AGENT:
GUARANTY CALIFORNIA INS SERVIC
445 SOUTH FIGUEROA STREET
SUITE # 3600
LOS ANGELES, CA 90071-1602

STATEMENT OF ACCOUNT

CASH PRICE:	264,162.52	DOWN PAYMENT:	26,958.18
AMOUNT FINANCED:	237,204.34	TOTAL OF PAYMENTS:	245,164.04
FINANCE CHARGE:	7,959.70	NUMBER OF PAYMENTS:	11 BEGINNING:11/01/08
DATE	AMOUNT	BALANCE	DESCRIPTION
11/03/08	22,287.64	222,876.40	REGULAR PAYMENT
11/04/08	22,287.64	200,588.76	REGULAR PAYMENT
01/07/09	1,114.38	201,703.14	LATE CHARGE ASSESSED
01/28/09	23,402.02	178,301.12	REGULAR PAYMENT
02/09/09	1,114.38	179,415.50	LATE CHARGE ASSESSED
02/13/09	22,287.64	157,127.86	REGULAR PAYMENT
03/03/09	22,287.64	134,840.22	REGULAR PAYMENT
03/05/09	22,287.64	112,552.58	REGULAR PAYMENT
LESS UNEARNED INTEREST:		1,202.22	
SUBTOTAL:		111,350.36	
POST CANCELLATION INTEREST:		0.00	
PAYOFF AMOUNT THROUGH 04/30/09		111,350.36	
DAILY INTEREST CHARGE		0.00	

CANANWILL, INC.
1000 MILWAUKEE AVENUE, GLENVIEW, IL 60025 - (800) 544-0666
COMMERCIAL INSURANCE PREMIUM FINANCE AND SECURITY AGREEMENT

Pg. 1 of 2

NC LIC. #B-116, SC LIC. #99		10/15/2008 237,204.34	Contract Number
		Agent Number AU064	Quote Number 469765A-1
Name and address of Insured(s) (as shown in the policy) and co-obligor if any RHODES DESIGN & DEVELOPMENT CORP AND SAGEBRUSH ENTERPRISES INC 4730 PORT APACHE ROAD STE 300 LAS VEGAS, NV 89147		Name and Address of Insured's Agent ("Agent") GUARANTY CALIFORNIA INS SERVIC 445 SOUTH FIGUEROA STREET SUITE # 3600 LOS ANGELES, CA 90071-1602 Contact: Pre-Approval/Linda Campb Telephone Number: (213) 629-3131	
Telephone Number: (702) 873-5338			
Policyholder Designation (Check One): <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Proprietorship		Type of Agreement (Check One): <input checked="" type="checkbox"/> New <input type="checkbox"/> Additional Premium	
<input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		Indicate contract number of current policy being financed.	

SCHEDULE OF POLICIES COVERED BY THIS AGREEMENT

FOR COMPANY USE ONLY	POLICY NUMBER Prefix Number	FULL NAME OF INSURANCE COMPANY AND ADDRESS OF BRANCH REPORTING OFFICE AND FULL NAME AND ADDRESS OF GENERAL AGENT	TYPE OF INSURANCE	TERM IN MONTHS	POLICY EFFECTIVE DATE Mo. Day Year	POLICY PREMIUM
14736 B0516	* Audit=Y Min Erad=25,000	COLONY NATIONAL INSURANCE CO BROWN & RIDING INSUR SERVICES	GL	12	10/1/2008 Taxes Fees	68,245.00 2,834.52 4,453.00
25151	* Audit=Y Min Erad=0.000	HARTFORD FIRE INSURANCE CO	AUTO	12	10/1/2008 Taxes Fees	96,055.00 0.00 0.00
Total taxes:	2834.52	(Policies Continued on Next Page)				
Total fees:	4453.00					
NY: Charge under §2119 of New York Insurance Law for obtaining and servicing these policies. If none, state None, \$						FLORIDA DOCUMENTARY STAMP TAX 0.00



DISCLOSURE STATEMENT - PAYMENT SCHEDULE

CASH PRICE (Total Premiums) \$ 264,162.52

Payment Plan: ☒ Monthly ☐ Quarterly ☐ Annually

Number of Payments 11

First Payment Due 11/1/2008

Subsequent payments are due on the same day of each succeeding period.

CASH PRICE	CASH DOWN PAYMENT	AMOUNT FINANCED The amount of credit provided on your behalf.	FINANCE CHARGE The dollar amount the credit will cost you.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	AMOUNT OF EACH PAYMENT	ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.
\$ 264,162.52	\$ 26,958.18	\$ 237,204.34	\$ 7,959.70	\$ 245,164.04	\$ 22,287.64	6.65%

CANANWILL, INC. (HEREINAFTER CALLED CANANWILL)

Prepayment: The Insured may prepay in full at any time and receive a refund of the unearned finance charge, calculated according to the Rule of 78's (actuarial method) in AK, AZ, CA, MA, MO, NJ, OR, PA, VT; short rate method in SC; and subject to a nonrefundable charge stated on page two. Minimum refund is \$1.00 (except AK, where there is no minimum refund).

Security Interest: The Insured assigns to Cananwill as security for payment of this agreement all sums payable to the Insured with reference to the policies listed above, including, among other things, any gross return premiums and any payment on account of loss which results in reduction of unearned premium. In accordance with the term of said policies.

Delinquency charge: The Insured agrees that upon default in payment of any installment five days or more (more than 5 days in IL, MS, OH) to pay a Delinquency Charge of 5% of

1000 MILWAUKEE AVENUE, GLENVIEW, IL 60025 - (800) 544-0666
 the delinquent installment. In AK, CA, DE, MI, MN, ND, NJ, OR, TN, TX, the Delinquency Charge is not due until installment is in default for ten days or more, more than 10 days in MA, NJ, 7 days in VA. Maximum delinquency charge is \$5 in DE, MT, ND; \$100 in MD; \$500 in NM; 1 1/2% of the installment in NJ with a minimum of \$25. In AK, OR, for delinquent payments of less than \$250, the delinquency charge is the lesser of 5% of the payment or \$5; otherwise the delinquency charge is 2% of the payment. KS: Delinquency charge is \$5 plus 2% of the installment in default.
Cancellation Charge: The Insured agrees that if a default results in cancellation of the policy(ies) to pay a Cancellation Charge in the amount stated on page two. (Not applicable in AK, KY, TX, NC.)

See the provisions on page two for additional information about nonpayment, default, and any repayment in full before the scheduled date and any prepayment refunds or penalties.

QIV# 469765A-1 PRN:10/14/2008 11:30 AM BY:chmlewskit CFG:CustomConfig RT:SR263 PF:0.00 T:7.07 B1:6.65 B2:6.65

NOTICE TO INSURED: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT, INCLUDING THE WRITING ON PAGE TWO, OR IF IT CONTAINS ANY BLANKS. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT. 3. YOU UNDERSTAND AND HAVE RECEIVED A COPY OF THIS AGREEMENT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. 4. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. 5. SEE PAGE TWO FOR IMPORTANT INFORMATION.

When used in this Agreement, "Insured" means the Insured and any co-obligor named above and all insureds covered by the Policies listed in the Schedule of Policies. Each Insured jointly and severally agrees to make all payments required by this Agreement and to be bound by all of its provisions including those on page two. The person signing represents and warrants that he or she is authorized to enter into this Agreement on behalf of each Insured and to bind each Insured to this Agreement. Each Insured agrees that Cananwill may send all notices under this Agreement to the Insured's address shown above. You are not required to enter into an insurance premium financing arrangement as a condition to the purchase of any insurance policy.

By Gary Fuchs, CFO (Signature of Insured)

Date 10/16/08

(Typed Name and Title)

AGENT'S REPRESENTATIONS AND WARRANTIES

The undersigned Agent has read the Insurance Agent's Representations and Warranties on page two and makes all such representations and warranties recited therein and agrees to be bound by the terms of this Agreement.

By [Signature] (Signature of Agent)

Date 10/20/08

(Typed Name and Title)

CW-1 QIV (Ed. 01-03)

03 APR 23 03

 **CANANWILL**
INC.
Premium Funding
1000 Milwaukee Avenue
Glenview, IL 60025

Mortgage ~~Service~~ Company, LLC REQUESTED
c/o Omni Management Group, LLC
16161 Ventura Blvd. Suite C
PMB 477
ENCINO, CA 91436

APR 27 2009

BOAIP31 91436

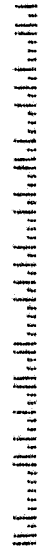


EXHIBIT F

LARSON & STEPHENS
810 S. Casino Center Blvd., Suite 104
Las Vegas, Nevada 89101
Tel: (702) 382-1170 Fax: (702) 382-1169

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re:

THE RHODES COMPANIES, LLC, aka
"Rhodes Homes, et al.,¹

Debtors.

Affects:

☐

All Debtors

☒

Affects the following Debtor(s):

Rhodes Ranch Golf and Country Club 09-
14854

Case No.: BK-S-09-14814-LBR
(Jointly Administered)

Chapter 11

Hearing Date: November 16, 2009
Hearing Time: 9:30 a.m.
Courtroom 1

**ORDER SUSTAINING DEBTORS' FOURTH OMNIBUS OBJECTION TO CLAIMS
PURSUANT TO SECTION 502(b) OF THE BANKRUPTCY CODE, BANKRUPTCY
RULES 3003 AND 3007 [PAID CLAIMS] [RE DOCKET NO.]**

Upon consideration of *Debtors' Fourth Omnibus Objection to Claims Pursuant to
Section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 (Paid Claims)* (the
"Fourth Omnibus Objection")² filed by the Debtors, requesting that the Court enter an order

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, if applicable, are: Heritage Land Company, LLC (2918); The Rhodes Companies, LLC (3060); Rhodes Ranch General Partnership (1760); Tick, LP (0707); Glynda, LP (5569); Chalkline, LP (0281); Batcave, LP (6837); Jackknife, LP (6189); Wallboard, LP (1467); Overflow, LP (9349); Rhodes Ranch Golf and Country Club (9730); Tuscany Acquisitions, LLC (0206); Tuscany Acquisitions II, LLC (8693); Tuscany Acquisitions III, LLC (9777); Tuscany Acquisitions IV, LLC (0509); Parcel 20 LLC (5534); Rhodes Design and Development Corp. (1963); C&J Holdings, Inc. (1315); Rhodes Realty, Inc. (0716); Jarupa LLC (4090); Elkhorn Investments, Inc. (6673); Rhodes Homes Arizona, LLC (7248); Rhodes Arizona Properties, LLC (8738); Tribes Holdings LLC (4347); Six Feathers Holdings, LLC (8451); Elkhorn Partners, A Nevada Limited Partnership (9654); Bravo Inc. (2642); Gung-Ho Concrete, LLC (6966); Geronimo Plumbing, LLC (6897); Apache Framing, LLC (6352); Tuscany Golf Country Club, LLC (7132); Pinnacle Grading, LLC (4838).

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Fourth Omnibus Objection.

LARSON & STEPHENS
 810 S. Casino Center Blvd., Suite 104
 Las Vegas, Nevada 89101
 Tel: (702) 382-1170 Fax: (702) 382-1169

disallowing and expunging in full each of the Paid Claims; and the Court having jurisdiction to consider the Fourth Omnibus Objection and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Fourth Omnibus Objection; the Court hereby finds and determines that, pursuant to Rule 3007 of the Federal Rules of Bankruptcy Procedure, due and proper notice has been provided to each holder of a claim listed on **Exhibit A** attached hereto and all other parties entitled to notice; and no other or further notice is necessary; and the relief requested in the Fourth Omnibus Objection is in the best interests of the Debtors, their estates and creditors; and that the legal and factual bases set forth in the Fourth Omnibus Objection establish just cause for the relief requested therein; therefore IT IS HEREBY ORDERED THAT:

1. The claims identified on **Exhibit A** attached hereto are hereby disallowed in their entirety; and

2. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order

APPROVED / DISAPPROVED:

DATED this ___th day of November, 2009.

By: _____
 UNITED STATES TRUSTEE
 August B. Landis
 Office of the United States Trustee
 300 Las Vegas Blvd. S., Ste. 4300
 Las Vegas, NV 89101

Submitted by:

DATED this 16th day of November, 2009.

By: _____

LARSON & STEPHENS

Zachariah Larson, Esq. (NV Bar No 7787)

Kyle O. Stephens, Esq. (NV Bar No. 7928)

810 S. Casino Center Blvd., Ste. 104

Las Vegas, NV 89101

(702) 382-1170 (Telephone)

(702) 382-1169 (Facsimile)

zlarson@lslawnv.com

Attorneys for Debtors

LARSON & STEPHENS
810 S. Casino Center Blvd., Suite 104
Las Vegas, Nevada 89101
Tel: (702) 382-1170 Fax: (702) 382-1169

EXHIBIT A

Claim No.	Claim Filed Date	Filed in Debtor Case	Claimant Name	Secured	Priority	Unsecured	Proposed Treatment/Disposition
14	05206/09	Rhodes Ranch Golf and Country Club	Integrated Business Systems			1,034.52	Disallow claim in its entirety.
2	04/24/09	Rhodes Ranch Golf and Country Club	Priority Building Services			350.00	Disallow claim in its entirety.
6	04/29/09	Rhodes Design and Development Corporation	Cananwill, Inc.	111,350.36			Disallow claim in its entirety.

LR 9021 Certification

In accordance with LR 9021, counsel submitting this document certifies as follows (check one):

___ The court has waived the requirement of approval under LR 9021.

___ No parties appeared or filed written objections, and there is no trustee appointed in the case.

___ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, any unrepresented parties who appeared at the hearing, and any trustee appointed in this case, and each has approved or disapproved the order, or failed to respond, as indicated below.

Submitted by:

DATED this 16th day of November, 2009.

By: /s/ Zachariah Larson

LARSON & STEPHENS

Zachariah Larson, Esq. (NV Bar No 7787)

Kyle O. Stephens, Esq. (NV Bar No. 7928)

810 S. Casino Center Blvd., Ste. 104

Las Vegas, NV 89101

(702) 382-1170 (Telephone)

(702) 382-1169

zlarson@lslawnv.com

Attorneys for Debtors

LARSON & STEPHENS
810 S. Casino Center Blvd., Suite 104
Las Vegas, Nevada 89101
Tel: (702) 382-1170 Fax: (702) 382-1169